

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				<b>1. Requisition Number</b> SEE SCHEDULE		<b>Page</b> 1 <b>Of</b> 7	
<b>Offeror To Complete Block 12, 17, 23, 24, &amp; 30</b>							
<b>2. Contract No.</b> DAAE20-02-P-0204		<b>3. Award/Effective Date</b> 2002MAR08		<b>4. Order Number</b>		<b>5. Solicitation Number</b>	
<b>7. For Solicitation Information Call:</b>		<b>A. Name</b> ROCK WOODSTOCK		<b>B. Telephone Number (No Collect Calls)</b> (309) 782-7237		<b>6. Solicitation Issue Date</b>	
<b>9. Issued By</b> TACOM-ROCK ISLAND AMSTA-LC-CAC-B ROCK ISLAND IL 61299-7630  <b>e-mail:</b> WOODSTOCKR@RIA.ARMY.MIL		<b>Code</b> W52H09		<b>10. This Acquisition Is</b> <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) <b>SIC:</b> <b>Size Standard:</b>		<b>11. Delivery For FOB Destination Unless Block Is Marked</b> <input checked="" type="checkbox"/> See Schedule	
						<b>12. Discount Terms</b> 1% 10 NET 30 DAYS	
						<input checked="" type="checkbox"/> <b>13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)</b>	
						<b>13b. Rating</b> DXA5	
				<input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		<b>14. Method Of Solicitation</b>	
<b>15. Deliver To</b> XR W0K8 USA MAC ROCK ISL ARSENAL TRANSPORTATION OFFICE BLDG 102 RODMAN AVE AND GILLESPIE ROCK ISLAND IL 61299-5000				<b>Code</b> W52H1C		<b>16. Administered By</b> DCMA SAN DIEGO 7675 DAGGET ST SUITE 200 SAN DIEGO CA 92111-2241	
<b>Telephone No.</b>				<b>Code</b> S0514A			
<b>17. Contractor/Offeror</b> ELGAR CORP 9250 BROWN DEER RD SAN DIEGO CA 92121-2267				<b>Code</b> 25965 <b>Facility</b>		<b>18a. Payment Will Be Made By</b> DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381	
<b>Telephone No.</b>				<b>Code</b> HQ0339			
<input type="checkbox"/> <b>17b. Check If Remittance Is Different And Put Such Address In Offer</b>				<b>18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked</b> <input type="checkbox"/> See Addendum			
<b>19. Item No.</b>		<b>20. Schedule Of Supplies/Services</b>		<b>21. Quantity</b>		<b>22. Unit</b>	
		SEE SCHEDULE					
		(Attach Additional Sheets As Necessary)					
<b>25. Accounting And Appropriation Data</b> ACRN: AA 97    X4930AC9G 6D    26KB    S11116 W52H09						<b>26. Total Award Amount (For Govt. Use Only)</b> \$204,930.00	
<input type="checkbox"/> <b>27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.</b>						<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<input checked="" type="checkbox"/> <b>27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda</b>						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<b>28. Contractor Is Required To Sign This Document And Return</b> <u>2</u> <b>Copies</b> <input checked="" type="checkbox"/> <b>To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.</b>				<b>29. Award Of Contract: Reference</b> _____ <b>Offer</b> <input type="checkbox"/> <b>Dated</b> _____. <b>Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:</b>			
<b>30a. Signature Of Offeror/Contractor</b>				<b>31a. United States Of America (Signature Of Contracting Officer)</b>			
<b>30b. Name And Title Of Signer (Type Or Print)</b>		<b>30c. Date Signed</b>		<b>31b. Name Of Contracting Officer (Type Or Print)</b> SUZANNE C. YACKLEY /SIGNED/ YACKLEYS@RIA.ARMY.MIL (309) 782-1466		<b>31c. Date Signed</b>	
<b>32a. Quantity In Column 21 Has Been</b> <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted				<b>33. Ship Number</b> <input type="checkbox"/> Partial <input type="checkbox"/> Final		<b>34. Voucher Number</b>	
<b>32b. Signature Of Authorized Government Representative</b> <b>32c. Date</b>				<b>36. Payment</b> <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		<b>35. Amount Verified Correct For</b>	
				<b>38. S/R Account Number</b> <b>39. S/R Voucher Number</b>		<b>37. Check Number</b>	
<b>41a. I Certify This Account Is Correct And Proper For Payment</b>				<b>42a. Received By (Print)</b>			
<b>41b. Signature And Title Of Certifying Officer</b> <b>41c. Date</b>				<b>42b. Received At (Location)</b>			
				<b>42c. Date Recd (YYMMDD)</b> <b>42d. Total Containers</b>			
<b>Authorized For Local Reproduction</b>						<b>Standard Form 1449 (10-95)</b> <b>Prescribed By GSA-FAR (4.8 CFR) 53.212</b>	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-02-P-0204 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 7
<b>Name of Offeror or Contractor:</b> ELGAR CORP		

SUPPLEMENTAL INFORMATION

1. This purchase order is for 75 each Sorensen power supply P/N DCS55-55M33 at a unit price of \$2,732.40 for a total price of \$204,930.00 This Purchase Order contains a 100% option at a unit price of \$2,732.40 for a period extending to 2002SEP30. An option exercised in the period from 2002OCT01 to 2002DEC31 will be awarded at a unit price \$2,815.20. Option quantities will be sufficient to claim the 8% volume discount that provided the basis for the referenced unit prices.
2. Early and incremental deliveries are authorized.
3. Packaging in accordance with best commercial practices. All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 1997May15.
4. FOB is Origin.

\*\*\* END OF NARRATIVE A 001 \*\*\*

**Name of Offeror or Contractor:** ELGAR CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SUPPLIES OR SERVICES AND PRICES/COSTS  Supplies or Services and Prices/Costs				
0001AA	PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV  NSN: 6130-01-477-7093 NOUN: POWER SUPPLY DCS55-55M33 FSCM: 7H381 PART NR: DCS55-55M33 SECURITY CLASS: Unclassified PRON: M1216022M1    PRON AMD: 04    ACRN: AA AMS CD: 060011  Packaging and Marking  Inspection and Acceptance INSPECTION: Origin    ACCEPTANCE: Origin  Deliveries or Performance DOC                          SUPPL REL_CD    MILSTRIP    ADDR    SIG_CD    MARK FOR    TP_CD 001   W52H0913331027   W52H1C    J                      1 DEL REL_CD         QUANTITY         DEL DATE 001                      75                      21-JUN-2002  FOB POINT: Origin  SHIP TO: PARCEL POST ADDRESS (W52H1C)    XR W0K8 USA MAC ROCK ISL ARSENAL TRANSPORTATION OFFICE BLDG 102   RODMAN AVE AND GILLESPIE ROCK ISLAND                      IL 61299-5000  CONTRACT/DELIVERY ORDER NUMBER DAAE20-02-P-0204/0000	75	EA	\$ 2,732.40000	\$ 204,930.00

Name of Offeror or Contractor: ELGAR CORP

CONTRACT ADMINISTRATION DATA

										JOB				
LINE	PRON/	OBLG								ORDER	ACCOUNTING	OBLIGATED		
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>						<u>NUMBER</u>	<u>STATION</u>	<u>AMOUNT</u>		
0001AA	M1216022M1	AA	1	97	X4930AC9G	6D	26KB	S11116			W52H09	\$	204,930.00	
060011														
											TOTAL	\$	204,930.00	
SERVICE										ACCOUNTING		OBLIGATED		
<u>NAME</u>	<u>TOTAL BY ACRN</u>		<u>ACCOUNTING CLASSIFICATION</u>							<u>STATION</u>	<u>AMOUNT</u>			
Army	AA		97	X4930AC9G	6D	26KB	S11116			W52H09	\$	204,930.00		
											TOTAL	\$	204,930.00	

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Name of Offeror or Contractor: ELGAR CORP		

SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: https://aais.ria.army.mil

	Regulatory Cite	Title	Date
1	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is WOODSTOCKR@RIA.ARMY.MIL. The data fax number for submission is 309 782-1098, ATTN: ROCK WOODSTOCK.

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

- (1) The FMS/MAP copies may be submitted to:  
N/A

(End of Clause)

(HS6510)

CONTRACT CLAUSES

For Local Clauses See: https://aais.ria.army.mil

2	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	FEB/2002
3	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
4	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	DEC/2001

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

  X  (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

      (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

  X  (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer).

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-02-P-0204 <b>MOD/AMD</b>	<b>Page</b> 6 <b>of</b> 7
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**Name of Offeror or Contractor:** ELGAR CORP

- \_\_\_\_(4)(i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- \_\_\_\_(ii.) Alternate I to 52.219-5.
- \_\_\_\_(iii.) Alternate II to 52.219-5.
- X  (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));
- \_\_\_\_(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));
- \_\_\_\_(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- \_\_\_\_(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_\_(ii) Alternate I of 52.219-23
- \_\_\_\_(9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355,section 7102, and 10 U.S.C.2323).
- \_\_\_\_(10) 52,219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).
- X  (11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).
- X  (12) 52.222-26, Equal Opportunity (E.O. 11246).
- X  (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- X  (14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- X  (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- X  (16) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (E.O. 13126).
- \_\_\_\_(17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii).
- \_\_\_\_(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C).
- \_\_\_\_(18) 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a-10d).
- \_\_\_\_(19)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note 19 U.S.C.2112 note).
- \_\_\_\_(ii) Alternate I of 52.225-3.
- \_\_\_\_(iii) Alternate II of 52.225-3.
- \_\_\_\_(20) 52.225-5, Trade Agreements (19 U.S.C. 2501. et seq., 19 U.S.C. 3301 note.)
- X  (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 13059, 13067, 13121, and 13129).
- X  (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- \_\_\_\_(23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- X  (24) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).
- \_\_\_\_(25) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).
- \_\_\_\_(26) 52.232-36, Payment by Third Party (31 U.S.C.3332).

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAE20-02-P-0204      <b>MOD/AMD</b></p>	<p align="center"><b>Page</b> 7 <b>of</b> 7</p>
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**Name of Offeror or Contractor:** ELGAR CORP

\_\_\_\_(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)

\_\_\_\_(28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

\_\_\_\_ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

\_\_\_\_(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (see DoD class deviation number 2000-o0006).

\_\_\_\_(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_(3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_(4) 52.222-44, Fair Labor Standards and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

(IF6260)